

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Loeffler Jonas & Tuggey LLP	2. Registration No. 5432
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3. Name of Foreign Principal Royal Embassy of Saudi Arabia to the United States
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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is retained to assist the foreign principal in its relationship with the U.S. Congress and Administration relating to trade issues.

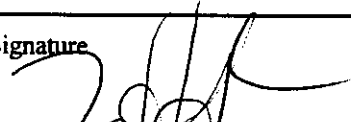
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will advise the foreign principal with respect to its relationship with the U.S. Congress and the Administration. Registrant also proposes to provide strategic advice on communications between the foreign principal and Members of Congress, their staff and officials in the President's Administration.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant's activities may include counseling on public policy matters as well as direct interaction with officials in both the Executive and Legislative branches.

Date of Exhibit B	Name and Title	Signature
March 21, 2003	W. James Jonas III Partner	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

LJT LOEFFLER JONAS & TUGGEY LLP
ATTORNEYS AT LAW

AUSTIN
1001 Congress Avenue
Suite 350
Austin, TX 78701
Tel. (512) 479-6403
Fax (512) 479-8282

SAN ANTONIO
755 East Mulberry, Suite 200
San Antonio, TX 78212
Tel. (210) 354-4300
Fax (210) 354-4034
www.ljtlaw.com

WASHINGTON, D.C.
1801 K St. NW
Suite 340
Washington, D.C. 20006
Tel. (202) 775-4430
Fax (202) 775-0836

**THE ROYAL EMBASSY OF
SAUDI ARABIA TO THE UNITED STATES**

AND

LOEFFLER JONAS & TUGGEY LLP

CRM/ISS
REGISTRATION UNIT
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**AGREEMENT FOR COUNSEL SERVICES
RELATING TO TRADE AND OTHER MATTERS**

**AGREEMENT FOR COUNSEL SERVICES
RELATING TO TRADE AND OTHER MATTERS**

This Agreement for Counsel Services Relating to Trade and Other Matters (the "Agreement") is made on the 2nd day of December, 2002, between The Royal Embassy of Saudi Arabia to the United States, Washington, D.C. (hereinafter referred to as the "Mission") and Loeffler Jonas and Tuggey LLP (hereinafter referred to as the "Counsel"), a firm having offices situated at 755 East Mulberry, Suite 200, San Antonio, Texas 78212, and at 1801 K Street NW, Suite 340, Washington, D.C. 20006, to advance the diplomatic function of the Mission through the performance of legal and governmental affairs services in the area of trade and other areas, and to assess, protect, promote, assist, and develop the Mission's interests in the United States with regard to trade and other matters. It is hereby agreed as follows:

1. This Agreement shall commence on December 1, 2002, and shall continue thereafter until November 30, 2003, unless terminated in accordance with paragraph 8 below.
2. During the currency of this Agreement, the Counsel agrees to provide legal and governmental affairs services to the diplomatic function of the Mission, including but not limited to advice, counseling, and other services with respect to:
 - (a) issues pertaining to the promotion of the Mission's interests as to trade and other issues before departments and agencies of the United States, including the White House (Executive Branch), the Congress of the United States (Legislative Branch), and agencies and regulatory authorities of the United States; and
 - (b) the research and monitoring of legislative and administrative activities that may affect the diplomatic function, trade interests, or other interests of the Mission and the development, in conjunction with the Mission, of strategic plans in relation to such activities.
3. Counsel also agrees to provide advice, support and assistance in:
 - (a) identifying key policy makers in the United States Congress and the Administration whose views or actions may have a bearing on policies affecting the interests of the Mission, including but not limited to trade issues, the United States' participation in World Trade Organization agreements, and trade legislation (including Trade Promotion Authority);

- (b) establishing and maintaining close working relationships with key members of the United States Congress, the Administration, regulatory authorities and agencies, and quasi-governmental and non-governmental organizations;
 - (c) the development of a program to convey the Mission's position as to trade issues and other matters to all levels of contacts;
 - (d) gathering information that may affect the interests of the Mission with respect to trade matters and other matters; and
 - (e) arranging for delegations from the Mission, and officials of the Mission based in the United States, to meet selected Members of the United States Congress, Members of the United States Administration, and representatives of other organizations.
4. Counsel shall be an independent contractor to, and not an agent or employee of, the Mission. Counsel shall not assign or otherwise dispose of any interest, right, benefit or obligation under this Agreement. Counsel warrants that the consultancy services will be performed and completed in a professional manner, that the Counsel team shall be as approved by the Mission, and that the Counsel team shall use all proper and professional skill, care and diligence in the performance of the consultancy services and the discharge of all duties and obligations under this Agreement.
5. During the currency of this Agreement and for three (3) years thereafter, Counsel will not, without prior written consent of the Mission, accept any engagement or otherwise render any services to other individuals, firms, corporations or entities in connection with any governmental affairs or legislative matters or activities that involve interests or positions in conflict with those of the Mission of which Counsel is or ought reasonably to be aware. In cases where the conflict or potential conflict is in doubt, Counsel will accordingly first seek the Mission's views as to the applicability of this paragraph. For its part, the Mission agrees that it will not require Counsel to decline an engagement unless the Mission is satisfied that any such engagement could have an adverse impact on the effectiveness of Counsel's services herein.
6. The Mission has an expectation of confidentiality as to all documents and communications relating to this agreement as all such information relates to the Mission and its functions. The Mission's files and documents in Counsel's possession shall be deemed consular documents belonging to the Mission within the meaning of the Vienna Convention On Consular Relations, and Counsel shall hold them as custodian for the Mission. The Mission's files and documents shall

be confidential and shall not be disclosed to third parties unless such disclosure is compelled by an order of a court of competent jurisdiction that is final and not subject to further appeal or review. The Counsel shall use its best endeavors to ensure that all members of its staff comply with the requirements of this provision. This obligation shall not apply to information i) previously known to the Counsel as evidenced by its records; ii) subsequently otherwise acquired by the Counsel from third party having an independent right to disclose the information; iii) which is now or later becomes publicly known through no fault of the Counsel.

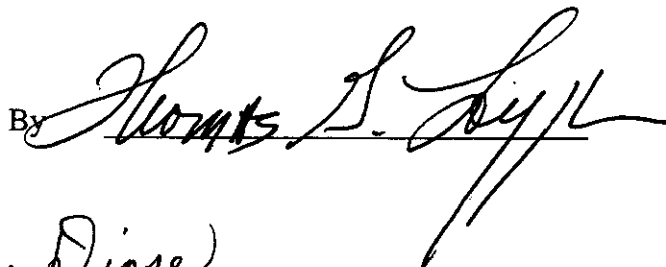
7. In consideration of the performance of the consultancy services and undertakings of the Counsel during the term of this Agreement:
 - (a) The Mission will pay Counsel the sum of \$840,000.00 USD as consultancy fee. This fee shall be paid in four (4) installments of \$210,000.00 USD. The first such installment shall be paid on or before December 1, 2002. The additional three installments shall be due, respectively, on the first day of March, June and September, 2003.
 - (b) Reasonable and ordinary expenses such as mobile telephone long distance charges and facsimile and photocopying costs will not be charged to the Mission.
 - (c) The Mission shall reimburse Counsel for all approved extraordinary out-of-pocket expenses (such as expenses for international travel, business and other communications, and other relevant expenses) incurred on behalf of the Mission in connection with the performance of services herein during the currency of this Agreement. Such expenses shall be reimbursed upon submission of monthly statements together with relevant vouchers, invoices, receipts and other evidence to the Mission;
 - (d) Both parties agree to a timely review of the terms of this Agreement.
8. Either party may terminate this Agreement by written notice to the other party hereto, not less than thirty days (30) prior to the date upon which such termination is to become effective. Breach of any conditions contained in this Agreement by either party shall entitle the other party to terminate this Agreement forthwith. If this Agreement is terminated at any time before the 30th of November, 2003, the fees shall be prorated to cover the period prior to termination.

LJT LOEFFLER JONAS & TUGGEY LLP
ATTORNEYS AT LAW

9. Any dispute arising out of this Agreement or Counsel's provision of services hereunder shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules as now in effect and as hereafter amended or revised. Arbitration shall take place in Washington D. C. before a single arbitrator selected by the American Arbitration Association in accordance with the above-referenced rules. The award of the arbitrator shall be final and binding and judgment may be entered thereon by any court of competent jurisdiction.

10. This Agreement shall be subject to and construed in accordance with the laws of the United States.

Signed for and on behalf of
Loeffler Jonas & Tuggey LLP

By 

In the presence of:

Witness: Signature

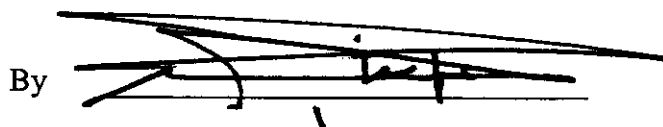
Name

Address

Occupation

Nancy Dinse
Nancy Dinse
1801 K St., N.W., Suite 340
Washington, D.C. 20006
Executive Assistant

Signed for and on behalf of
The Royal Embassy of Saudi Arabia
to the United States

By 

In the presence of:

Witness: Signature

Name

Address

Occupation

Azzam AL-GAIN
601 NEW HAMPSHIRE AVE, NW
WASHINGTON, DC 20037
FIRST SECRETARY